

REMARKS

Claims 13-22 are pending. Claims 13-22 were rejected. Claims 13-16 and 18-20 have been amended. As amended, reconsideration and allowance are respectfully requested.

Claim Rejections – 35 USC § 112

Claims 13-22 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 13-16, 18, 20, and 21 were specifically objected to because they lacked an antecedent basis for “the vehicles,” “the highest profit,” and/or “the monthly payment amounts.” These claims have been amended to provide these antecedent bases.

Claim Rejections 35 USC § 103

Claims 13-22 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent 5,774,883 to Anderson et al. (“Anderson”) in view of US Pub 2001/0049653 to Sheets (“Sheets”). This rejection is respectfully traversed and reconsideration is requested.

The Examiner has not offered any reason as to why certain features in claims 15, 19 and 22 were obvious in view of these two references. Specifically, the examiner has not offered any reason as to why it was obvious to have identified the lease program that requires the lowest monthly payment for each of a plurality of vehicles (claim 15); to have calculated profits by considering an upward adjustment in a sales price of the vehicle (claim 19); or to have transmitted collected information about the customer from one computer storage device to a central computer storage device that is configured to perform certain steps (claim 22). The Examiner has not even contended that any of these features are even disclosed in either reference. As such, the rejection of these claims should be withdrawn. *See, e.g., M.P.E.P. 2142.* (The examiner bears the initial burden of factually supporting any *prima facie* conclusion of obviousness. . . . The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious.”)

As to claim 14, Applicant respectfully disagrees that the references disclose all of the features urged by the Examiner or that the reasons offered by the Examiner establish that the differences which the Examiner has recognized were obvious.

Claim 14 is directed to a method for identifying the lease program that generates the largest profit for each of a set of vehicles when constrained by three types of information: (1) a target monthly payment; (2) an amount of cash available for lease inception fees; and (3) financial information about a customer. The profit generated by each lease program under these three constraints is calculated. The lease program that provides the greatest profit for each vehicle is identified.

Applicant respectfully disagrees that Anderson or Sheets disclose such a method, either alone or in combination.

The Examiner twice recognizes that Anderson does not specifically disclose selecting the most profitable lease program based on a target monthly payment.¹ See Office Action at pp. 5 and 7. Although Sheets does refer to using a desired monthly payment, it does so for the purpose of identifying vehicles which the customer can afford. Thus, Sheets does not use the monthly payment for the purpose of selecting the most profitable lease program, nor is a monthly payment which can be afforded the same as a target monthly payment.

Applicant also respectfully disagrees that Anderson determines the most profitable loan based on an amount of cash available for lease inception fees, as also required by claim 14. The areas in Anderson which the Examiner cites do not disclose such a feature. The “down payment” referred to in Figure 5 is one which the system calculates, *see col. 5, lines 45-63; col. 11, lines 58-66*, not an amount of cash that is available for lease inception fees. The vehicle trade-in information that is referred to in col. 13, lines 38-40 may be applied to the loan inception fees, but is by no means indicative of the totality of cash that is available. The fact that the customer can use cash, a trade-in vehicle, or a combination, as referred to at col. 18, lines 11-12, is again not by any means indicative of the totality of cash that is available.

¹ As noted by the Examiner, Anderson does disclose extracting information “related to the customer’s budget.” Col. 12, lines 24-25. However, “[t]his information is [merely] about the current status of the customer, such as gross income and current debits.” *Id.* at lines 26-29. It is typically used to qualify a buyer for a loan. It does not specify a target monthly payment.

The remaining claims contain limitations similar to those which distinguish claims 14 from Anderson and Sheets and thus are not obvious in view of these references for the comparable reasons.

CONCLUSION

For the foregoing reasons, Applicant respectfully submits that the above amendment places this application in condition for allowance, which Applicant respectfully solicits.

Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 501946 and please credit any excess fees to such deposit account and reference attorney docket no. 64754-011.

Respectfully submitted,
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